

## ARTICLE VIII

### CONTROLLED UNCLASSIFIED INFORMATION

8.1. Except as otherwise stated in this Agreement or authorized in writing by the originating Party, Controlled Unclassified Information provided pursuant to this Agreement shall be controlled as follows:

- 8.1.1. Such information shall be used only for the purposes authorized for use of Technical Data as specified in Article VII (Use of Technical Data Provided).
- 8.1.2. Access to such information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 8.1.1 above, and shall be subject to the provisions of Article VII (Use of Technical Data Provided), as appropriate, and Article XI (Third Party Sales and Transfers).
- 8.1.3. Each Party shall take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any public access provisions), except as provided in 8.1.2 above, unless the originating Party consents in writing to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party.

8.2. To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked. The Parties shall decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information. The appropriate markings shall be defined in the Implementing Arrangement to the Agreement (see, paragraph 5.3 above).

8.3. Controlled Unclassified Information provided pursuant to this Agreement shall be handled in a manner that ensures control as provided for in paragraph 8.1 above.

8.4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Parties shall ensure the Contractors are legally bound to control such information, including a requirement to include those same provisions in all subcontracts, in accordance with the provisions of this Article. See also paragraph 7.12 above.

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## ARTICLE IX

### VISIT PROCEDURE

9.1. On request, representatives of the Parties shall be granted visits to NATO, government, or Contractor facilities where activities covered by this Agreement are being executed or work being performed using the Technical Data furnished pursuant to this Agreement.

9.2. Requests for visits by representatives of the Parties shall be coordinated through official channels, and shall be in accordance with the established visit procedures between the Parties.

9.3. All visitors shall be required to comply with the security and safety regulations of the host Party. Any information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the provisions of this Agreement.

9.4. NAMS0 shall permit DOD personnel access to NATO, government, or Contractor facilities, records, and storage sites to review the implementation of the requirements of this Agreement. Such access shall be permitted when mutually convenient, but within a reasonable period of time after the request.

+ ARTICLE X

SECURITY

NAMSO shall provide protection and accountability for the STINGER weapon system and all spare parts and components (including Technical Data) thereof, for which NAMSA provides Logistics Support pursuant to this Agreement in accordance with the Agreement between the Department of Defense of the United States and the NATO Maintenance and Supply Organization Concerning the Security of the Stinger Weapon System, NM(93) BOD/54, of 13 May 1994, as amended.

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ARTICLE XI

THIRD PARTY SALES AND TRANSFERS

11.1. Except to the extent permitted in paragraph 11.2, NAMSO shall not sell, transfer title to, disclose, or transfer possession of any defense articles or defense services (to include Technical Data) provided pursuant to this Agreement (whether transferred by DOD or United States persons) to any Third Party without the prior written consent of the USG. Such consent shall not be given unless the government of the intended recipient agrees in writing with the USG that it shall:

11.1.1. Not retransfer, or permit the further retransfer of any defense articles or defense services (to include Technical Data); and

11.1.2. Use, or permit the use of the defense articles or defense services (to include Technical Data) provided only for the purposes specified by the USG.

11.2. NAMSO, as part of its authorized operation and maintenance work, may retransfer possession of only defense articles to partner nations of the Stinger Weapon System Partnership specified in Annex A to this Agreement. Such items will then be considered incorporated in the Stinger system for export control purposes.

11.3. DOD shall retain the right to sell, transfer title to, disclose, or transfer possession of any defense articles or defense services (to include Technical Data) of the kind to be provided under this Agreement and in the Technical Data furnished pursuant to paragraph 7.11 of this Agreement to Third Parties.

## ARTICLE XII

### CLAIMS

12.1. Claims arising from defense articles and defense services (to include Technical Data) shall be resolved in accordance with Section 3 of the LOA Standard Terms and Conditions.

## ARTICLE XIII

### SETTLEMENT OF DISPUTES

13.1. Disputes between the Parties arising under or related to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to a national court, to an international tribunal, or to any other person or entity for settlement.

## ARTICLE XIV

### AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

14.1. Except as otherwise provided, this Agreement may be amended by the mutual written consent of the Parties. After written authorization by the Parties, the Program Officers may modify Annex A of this Agreement, see paragraph 5.3 above.

14.2. This Agreement may be terminated at any time upon the mutual written consent of the Parties. In the event both Parties decide to terminate, such termination shall be carried out in accordance with arrangements to be made at that time.

14.3. Either Party may terminate this Agreement upon 180 days written notification to the other Party. Such notice shall be the subject of immediate consultation by the Program Officers to decide upon the appropriate course of action.

14.4. Termination or cancellation of any LOA shall be in accordance with their express terms.

14.5. The respective rights and responsibilities of the Parties regarding Article VII (Use of Technical Data Provided), Article VIII (Controlled Unclassified Information), Article X (Security), Article XI (Third Party Sales and Transfers) shall continue notwithstanding termination or expiration of this Agreement.

14.6. This Agreement, which consists of fourteen Articles and one Annex, shall enter into force upon signature by both Parties and shall remain in force for ten (10) years unless terminated by either Party.



IN WITNESS WHEREOF, the undersigned, being duly authorized  
by their respective Parties, have signed this Agreement.

FOR THE DEPARTMENT OF DEFENSE  
FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

  
MICHAEL S. DAVISON, JR.  
LIEUTENANT GENERAL, USA  
DIRECTOR

\_\_\_\_\_  
Signature

14 OCT 1998

\_\_\_\_\_  
Date

\_\_\_\_\_  
Place

FOR THE NATO MAINTENANCE  
AND SUPPLY ORGANIZATION

  
R.W.A. ZWEERTS  
General Manager

\_\_\_\_\_  
Signature

2 October 1998

\_\_\_\_\_  
Date

Capellen  
Grand Duchy of Luxembourg

\_\_\_\_\_  
Place

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ANNEX A

PARTICIPANTS IN THE STINGER WEAPON SYSTEM PARTNERSHIP

NAMSO Nations:

\*Germany  
\*Greece  
\*Netherlands  
\*Turkey

Observers:

Denmark  
Italy  
Portugal  
United Kingdom

\* Members of the European Stinger Production Group.